Contract NO. 2023-ERGS-XSTL-QT-023

苏博蒂察车站轨枕加密安装服务合同
Subotica Railway Station Encrypted Sleeper Installation Service Contract

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Party B: Preduzeće STEPCON DOO Beograd-Voždovac

The Sleeper Installation Service Contract (Contract NO. 2023-ERGS-XSTL-QT-023) is concluded in Subotica, on 22.05.2023, between:

甲方/ Party A：SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, Trg prijateljstva Srbije I Kine 4, Novi Beograd. MB: 29508739, PIB: 112302292. Represented by Wang Yong.

和 And

乙方 /Party B: Preduzeće STEPCON DOO Beograd-Voždovac, MB: 21262650, PIB: 109895141, Borivoja Stevanovića 2 V, 11000 Beograd (Voždovac). Represented by Sanja Dejanović Raičević.

鉴于苏博蒂察火车站的 25 号检修轨道需要改装成为行车轨道，为了保证列车在高速行驶状态下的稳定性，需要加密该段轨道的轨枕。为完成本工作,甲方委托乙方提供轨枕加密安装工作。经双方协商，达成如下协议：
In view of the fact that the No. 25 inspection track of Subotica Railway Station needs to be converted into a driving track, in order to ensure the stability of the train at high speed, it is necessary to encrypt the sleepers of this section of track. In order to complete this work, Party A entrusts Party B to provide the encrypted installation of sleepers. After negotiation between the two parties, the following agreement was reached:

第 1 条 合同标的
Article 1 Subject of the Contract

1.1 作业地点：苏博蒂察火车站。
1.1Work Location: Subotica Railway Station

1.2 作业内容：根据甲方要求，完成 25 号轨道 17 个轨枕的加密安装工作，包括枕木运输、放置、扣配件安装、道砟回填等所有相关工作。
1.2Work description: According to the requirements of Party A, complete the encrypted installation of 17 sleepers on Track 25, including all work related to sleeper transportation, placement, buckle fitting installation, ballast backfilling, etc.

1.3 乙方应按照本合同规定的所有条款进行合同规定的工作。分包商有义务在本合同有效期内，按照甲方的需要和要求，以良好的工艺连续、专业、负责任地执行工程，遵守有关工程执行的专业规则。
1.3Party B shall perform the works envisaged by this contract in accordance with all articles specified in this contract. Party B is obligated to execute the works successively, professionally, responsibly, following the rules of the profession regarding the referred works execution, with good workmanship during the validity period of this contract, in accordance with the needs and requirements of Party A.

第 2 条 服务期限
Article 2 Service Deadline

2.1 完成全部工作的截止日期为甲方通知进场施工起 5 天内。
2.1 The deadline for completing all the work is within 5 days from Party A's notification to enter the site for construction.

第 3 条 服务价格
Article 3 Price for Service

3.1 合同价格是固定不变的。分包价格为 200.000.00 第纳尔（不含增值税）（大写：贰拾万第纳尔），增值税根据塞尔维亚税法相关规定计算，增值税税率为：

20 %；由此可计算出含税的合同价格为 24,0000.00 第纳尔（大写：贰拾肆万第纳尔）。

3.1 The contract price is fixed.The subcontracting price is 200,000.00 dinars (excluding VAT) (in words: Two hundred thousand dinars), the VAT shall be calculated according to the Serbian VAT law, the VAT rate is: 20 %; from this, the contract price including tax can be calculated to be 240,000.00dinars (in words: Two hundred forty thousand dinars).

价格表 Table of Price

序号 No	描述 Description	单位 Unit	数量 Quantity	单价 Unit price (RSD)	总价 Total price (RSD)	备注 Remark
1	在苏博蒂察火车站 25 号轨道上安装 17 个轨枕 Installation of 17 sleepers on track 25 in the Subotica railway station	项 Lump sum	1	200,000.00	200,000.00	轨枕、扣配件等所有材料由甲方提供，乙方提供施工所用机械设备。All materials such as sleepers and buckle fittings shall be provided by Party A, and Party B shall provide mechanical equipment for construction.
合计/ summary (RSD)					**200,000.00**	

3.2 这是一个固定总价的合同。分包价包括乙方为完成轨枕加密安装工作而产生的全部费用（包括设备使用费、安全防护设备费、人工费等），甲方为此工作无义务支付任何额外费用。

3.2 This is a fixed-price contract. The subcontract price includes all expenses incurred by Party B for completing the sleeper encryption installation work. (including equipment usage fees, safety protection equipment fees, labor costs, etc.), Party A is not obligated to pay any additional fees for this work.

第 4 条 付款

Article 4 Payment

4.1 付款：全部工作完成后支付，甲方应在完工验收后且收到正式发票后 7 天内进行全额支付。

4.1 Payment: The payment shall be paid after all the work is completed, and Party A shall make the full payment within 7 days after the completion acceptance and receipt of the official invoice.

4.2 乙方应提交甲方财务部门要求的相应文件。如因乙方原因造成延迟付款，甲方不承担任何责任。

乙方的银行账户：325-9500500446284-41 OTP BANKA SRBIJA AKCIONARSKO DRUŠTVO NOVI SAD

4.2 Party B shall submit appropriate documents required by the financial department of Party A. Party A shall be exempted from any responsibility if the payment is delayed caused by Party B.

Party B's bank account: 325-9500500446284-41 OTP BANKA SRBIJA AKCIONARSKO DRUŠTVO NOVI SAD

第 5 条 甲方权利和义务

Article 5 Rights and Obligations of Party A

5.1 为如期、安全、高质量的完成本工作，甲方有权在工作中对工作进度，相关材料质量，安全情况等方面进行监督检查，并督促乙方纠正自身对完成本工作不利的错误行为（若有）。

5.1 In order to complete the work on schedule, safely, and with high quality, Party A has the right to supervise and inspect the work progress, the quality of relevant materials, and the safety situation, And urge Party B to correct its wrong behavior (if any) that is not conducive to the completion of this work.

5.2 如果乙方违反本合同项下的任何义务，甲方有义务进行提醒及警告，若提醒后三天内仍未整改，甲方有权向乙方发出书面终止通知并终止本合同，因此原因终止合同导致的损失由乙方承担。

5.2 If Party B breaches any obligations under this contract, Party A is obliged to remind and warn, if the rectification is not made within three days after the reminder, Party A has the right to issue a written termination notice to Party B and terminate this contract, and Party B shall be responsible for the losses caused by the termination of the contract.

5.3 甲方有义务按照本合同规定，及时向乙方支付服务费用。

5.3 Party A is obliged to pay Party B the service fee in a timely manner in accordance with this contract.

5.4 甲方负责 17 个轨枕安装位置道砟的开挖，以供乙方放置并安装轨枕。

5.4 Party A is responsible for the excavation of ballast at 17 sleeper installation locations for Party B to place and install sleepers.

第 6 条 乙方权利和义务

Article 6 Rights and Obligations of Party B

6.1 为如期完成本工作，乙方有义务投入足够的人员、材料及必要的工作设备执行本工作。

6.1 In order to complete the work as scheduled, Party B is obliged to invest enough personnel, materials and necessary working equipment to perform this work.

6.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动，包括向甲方提供专业且合理的建议、意见或提醒等。

6.2 Party B is obliged to regard Party A's interests as its own and take corresponding actions, including providing professional and reasonable suggestions, opinions or remarks, etc.

6.3 乙方在工作期间，有义务自费为其员工采取并实施所有必要的健康和安全措施；除此之外，执行工作期间若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。

6.3 Party B is obliged to take and implement all necessary health and safety measures for its employees at its own expense during the work; In addition, if any safety accident occurs during the execution of the work, the responsibility for the safety accident and the resulting losses shall be borne by Party B.

6.4 乙方应对甲方、投资者或第三方造成的任何损害负责（若为乙方原因导致）。损坏费用由乙方承担。

6.4 Party B is responsible for any damage (If it is caused by Party B) caused to Party A, investor, or third parties. The costs of damage are borne by Party B.

第 7 条 联络

Article 7 Contact

7.1 在本合同的实施过程中，合同双方之间应不断协调好各项事宜，以使其顺利实施。

7.1 During the implementation of this Contract, there shall be constant coordination of activities between the Contracting Parties, with the aim of its successful implementation.

第 8 条 其他

Article 8 Miscellaneous Agreement

8.1 本合同未规定的一切将根据《义务法》以及塞尔维亚共和国其他法律及规定进行约束和解释。

8.1 Everything that is not regulated by this contract will be regulated and interpreted in accordance with the Law on Obligations as well as in accordance with other laws of the Republic of Serbia.

8.2 本合同双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由苏博蒂察商事法庭解决。

8.2The contract shall be effective after signed and stamped by both parties, and until to the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by the Commercial Court in Subotica.

8.3 本合同以中英双语编写。若合同中语言之间有任何差异，英语具有优先解释权。

8.3This contract is made in Chinese and English. In the event of any differences between these languages, the English version shall prevail.

8.4 本合同一式四份，双方各执两份。每份合同具有相同法律效力。

8.4The Contract is made in 4 (four) copies, of which each contracting party holds two copies. Each duly signed copy of this contract produces equal legal effect.

SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	Preduzeće STEPCON DOO Beograd-Voždovac
Party A (signature and seal):	Party B (signature and seal):
Name/Ime: Wang Yong	Name/Ime: Sanja Dejanović Raičević
Date/Dana: 2023.05.23	Date/Dana:

Datum izdavanja: 18.05.2023

SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd
TRG PRIJATELjSTVA SRBIJE I KINE 4
11070 Beograd (Novi Beograd) Srbija

R-21/23

Datum prometa	17.05.2023
Datum dospeća	**18.05.2023**
Matični broj kupca	29508739
PIB kupca	112302292
Valuta fakture	**RSD**
Ukupno za plaćanje	**240.000,00**

Prodavac

Preduzeće STEPCON DOO Beograd-Voždovac

Adresa: 11010 Beograd (Voždovac) BORIVOJA STEVANOVIĆA 2 B
Matični broj: 21262650
PIB: 109895141

Opis						
Ugradnja 17 pragova na koloseku 25 u zeleznickoj stanici Subotica Šifra 01	1	200.000,00	kom	0,00	200.000,00	20,00

Zbir stavki sa stopom 20%:	200.000,00
Ukupno osnovica - stopa 20%:	200.000,00
Ukupno PDV - stopa 20%:	40.000,00
Ukupan iznos:	**240.000,00**
Ukupno osnovica umanjena za avanse - stopa 20%	200.000,00
Ukupno PDV umanjen za avanse - stopa 20%	40.000,00
Ukupno za uplatu:	**240.000,00**

Napomena: Izvedeni radovi 17.05.2023 na ugradnji 17 pragova na koloseku 25 u zeleznickoj stanici Subotica, popravci skretnice i dodatnih 4 praga ugradjena.

Datum obračuna pdv-a je datum prometa

N -21

Subcontractor:

"STEPCON" DOO, Beograd

adresa / address: Borivoja Stevanovića 2v

matični broj / business registration number: 21262650

tel/fax: +381 63 247905 +381 63 222103

PIB: 109895141

tekući račun / bank account: **205-424661-06** NLB Komercijalna banka

šifra delatnosti / activity code: 7112

Kupac / Buyer:

SHANDONG LUQIAO GROUP CO. LTD
OGRANAK
BEOGRAD-Novi Beograd
TRG PRIJATELjSTVA SRBIJE I KINE 4
11070 Beograd (Novi Beograd) Srbija

Opis / Description:

Izvedeni radovi 17.05.2023 na ugradnji 17 pragova na koloseku 25 u zeleznickoj stanici Subotica, popravci skretnice i dodatnih 4 praga ugradjena / Works carried out on 17.05.2023 on the installation of 17 sleepers on track 25 in the Subotica railway station, repairs to the switch and additional 4 sleepers installed

FAKTURA / INVOICE R-021/23

		Račun Invoice	**R-21/23**
		Datum / Date	**17.05.2023**
Br/ No.	**Oznaka/ Item**		**Vrednost/ Price (RSD)**
1	Izvedeni radovi na ugradnji 17 pragova na koloseku 25 i dodatnih 4 praga ugradjena / Performed works on installation of 17 sleepers on track 25 and additional 4 sleepers installed		200.000,00 RSD
	PDV 20%		40.000,00 RSD
	Ukupno/Total	**RSD**	**240.000,00 RSD**

Napomena: Nema
Note: No

Datum izdavanja / Date of issue: 18.05.2023

Datum prometa / Perfomance date : 17.05.2023

Mesto izdavanja / Place of issue: Beograd / Belgrade

DOO PREDUZEĆE STEPCON BEOGRAD-VOZDOVAC

Podizvođač: Subcontractor:

Investitor Contractor::

Datum: Date: 18.05.2023

Datum: Date: 18.05.2023